

1904-054 Chancery Causes: Sarah J. Guillin vs. W. A. Owens & wife
Lee Co.

CA-Contract Dispute
T-Property

To the Hon. H. A. W. Skeen, Judge of the circuit court for Lee county, Virginia.

Humbly complaining, your oratrix, Sarah J. Quillin, a citizen of Lee county, Virginia, respectfully represents, that on the 11th day of December, 1903, she entered into a written contract with W. A. Owens and Mahala Owens, his wife, whereby the said Owens sold to your oratrix a certain boundary or lot of land, lying in the county of Lee, and State of Virginia, on the waters of Blackwater creek, which is bounded as follows, to-wit: Beginning on a small black oak on the north bank of the Sneedville road, corner to the said Owens and Munsey's, running northward to Reid Evans' line on a horn beam; thence N. W. far enough so as to make twenty eight (28) acres by running a straight line back to the Sneedville road; thence back with said road to the Beginning. The said Owens acknowledged full payment of the purchase price of said land in the said contract and agreed to make a deed to the same as soon as convenient. Your oratrix files said original agreement herewith and asks that the same be treated as a part of this bill.

Sometime after the execution of the said contract, said Owens, who were then living in Wise county, Virginia, executed, and sent to James Quillin, the husband of your oratrix, a deed whereby they conveyed to the said James a tract of land, which they claimed to be a conveyance pursuant to the said agreement; but in describing the boundary of land conveyed in said deed, said Owens began at the black oak on the bank of the road as per said contract and ran with the Munsey line to the Evans line and with the Evans line northwestward to a stake and thence a straight line to the beginning so as to make a tract of twenty eight (28) acres.

Your oratrix supposes that the said Owens construe the said contract with your oratrix to mean that they thereby sold and agreed to convey a triangular parcel of land containing

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twenty eight (28) acres; but your oratrix alleges, that such is not the true intent and meaning of the said contract, which is that the said Owens thereby sold and agreed to convey a rectangular parcel of land containing twenty eight (28) acres.

Your oratrix alleges that the proper construction to be put upon said written contract requires a conveyance of a rectangular piece of land containing twenty eight (28) acres, but if mistaken in her construction ~~of~~ the said contract, then she alleges that such ~~was~~ the true meaning and intention of the parties at the time said contract was made.

Your oratrix, through her agent and through the mails, has repeatedly called upon the said Owens to make her a conveyance of the said land, but the said Owens ^{as} ~~has~~ often refused to make such conveyance, always offering some excuse for delay.

Your oratrix further says, that she is informed that the deed which the said Owens made to her husband James Quillin, was returned to the said Owens by the said James; that this deed did not comply with the said contract for two reasons.

FIRST.-Because it was made to the husband of your oratrix instead of to your oratrix herself; and

SECOND.-Because ~~it~~ did not give the boundaries provided for in the said contract, as above stated.

As above stated, the said Owens, at the time said contract was made, were living in Wise county, Virginia, but about the 10th ~~xx~~ to the 15th of March, 1904, they returned to their farm in Lee county, Virginia, which adjoins the twenty eight (28) acres in controversy; and that they have, therefore, had ample time and every convenience for making and executing to her a deed in accordance with the said contract.

Your oratrix further alleges, that no survey has been made by the said Owens, of the land mentioned in said contract, whereby the line bounding the same on the west maybe definitely known.

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Now, the object of this bill is, (1) to have the court ~~x~~ construe the contract, and say whether or not she is thereby entitled to a rectangular piece, or only to a triangular parcel; (2) to require the said Owens to have survey made of the said parcel of land, in accordance with the opinion of the court; and (3) to compel the said Owens to convey to your oratrix the said twenty eight (28) acres of land, in accordance with the true intent of the said contract.

The prayer, therefore, of your oratrix is, that the said W. A. Owens and Mahala Owens be made parties defendant to this bill; that they each be required to answer ~~to~~ its several allegations fully, but they need not do so under oath, that being waived; and the said Owens be compelled to convey to your oratrix said twenty eight (28) acres of land in a rectangular boundary in pursuance of the said contract^c; and that full and general relief be granted her.

May subpoena issue.

L. I. Hyatt p.g.

This Agreement made and entered
into by and between W. A. Owens
of the first part and Sarah J. Guillen
of the second part both of the County
of Lee and State of Virginia
Witnesseth that the said Owens has
this day sold to said Guillen a
certain boundary or lot of land
on the waters of Bladwater Creek
in the County of Lee and State of
Va bounded as follows to wit,
beginning on a small black oak on
the north bank of the Sneedville road
corner between said Owens and Munsey
running northward to Reid Evans line
on a horn beam, thence N. W. for
enough so as to make 28 acres by running
a straight line back to the Sneedville
road, thence back with said road to
the beginning. Said Owens agrees
to make said Guillen a deed to said
land as soon as convenient
Said Guillen has paid in full for said
land and said Owens hereby acknowl-
edges receipt therefor. Given under our
hands and seals. This Dec 11th 1903.

W. A. Owens
Mabela Owens

W A Owens & wife

To Bond

Sarah J. Duilline

Costs:

Clerk \$4.09

Tax

1.50 pd

Shff

1.00

Atty

15.00

\$21.59

Sarah J. Quillen
vs. In Chancery.

W. A. Owens et als.

Bill

Filed April 4th 1904
H. E. Curran
Clerk

L. T. HYATT,
ATTORNEY AT LAW,
JONESVILLE, VIRGINIA.

The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, that you summon

W. A. Owens and Ma-
hala Owens

to appear at the Clerk's office of the Circuit Court of the County of Lee at the rules
to be held for the said Court, on the *3rd* Monday in *April* 190*4*

to answer to a bill in chancery, exhibited against *them* in our said Court by
Sarah J. Luillin

And have then there this writ. Witness. *H. E. Ewing*
~~A. B. Munsey~~, Clerk of our said Court, at
the court-house, the *4th* day of *April* 190*4*, and in the
12*8th* year of the Commonwealth.

H. E. Ewing Clerk

Sarah J. Luillin

vs.

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SUBPENA
IN
CHANCERY.

W. A. Owens et al

L. J. Hyatt p. q.

To 2nd April Rules

Lee Circuit Court.

Exonerated by delivering
a office copy of the
within notice to the
person of W. A. Owens
& Mahala Owens this
April 1904
C. L. McPherson D. S.
for P. M. Ball S. L. C.